

RESOLUTION ETS-0001-93

CONTRACT BETWEEN THE SOUTHWEST CENTRAL 9-1-1 SYSTEM  
AND THE DUPAGE COUNTY EMERGENCY TELEPHONE SYSTEM  
BOARD FOR ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

WHEREAS, 50 ILCS 750/15.3, provides that municipalities and counties are authorized to pass an ordinance to impose a monthly surcharge imposed on billed subscribers of network connection provided by telecommunication carriers engaged in the business of transmitting messages by means of electricity originating within the corporate limits of any municipality or county for the purpose of installing or improving a 9-1-1 Emergency Telephone Service; and

WHEREAS, the majority of voters of the County of DuPage approved the question on April 4, 1989, to allow the residents within the corporate boundaries of the County of DuPage, to impose a monthly surcharge on billed subscribers of network connection provided by telecommunication carriers for purposes of installing or improving a 9-1-1 Emergency Telephone Service; and

WHEREAS, pursuant to the April 4, 1989, referendum, the County of DuPage has collected the 50 cent monthly surcharge imposed on billed subscribers of network connection provided by telecommunication carriers from the residents of the County of DuPage commencing November 1, 1989; and

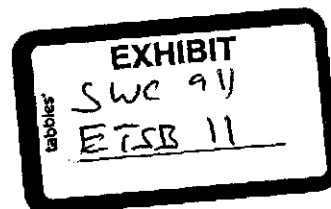
WHEREAS, the Village of Willowbrook - Police Department is a member of the DuPage County Emergency Telephone System Board and Southwest Central Dispatch, an intergovernmental association; and

WHEREAS, the Village of Clarendon Hills - Police Department and Fire Department is a member of the DuPage County Emergency Telephone System Board and Southwest Central Dispatch, an intergovernmental association; and

WHEREAS, the Southwest Central 9-1-1 System and the County of DuPage have determined that there presently exists a need for installing or improving the 9-1-1 Emergency Telephone System which will serve all the residents within the Village of Willowbrook - Police Department and the Village of Clarendon Hills - Police Department and Fire Department; and

WHEREAS, the DuPage County Emergency Telephone System Board is desirous of obtaining E-9-1-1 emergency dispatch service from the Southwest Central 9-1-1 System on behalf of the Village of Willowbrook - Police Department and the Village of Clarendon Hills - Police Department and Fire Department.

NOW, THEREFORE BE IT RESOLVED THAT, the Chairman of the DuPage County Emergency Telephone System Board is hereby authorized to enter into the Contract (attached hereto and made a part hereof); and



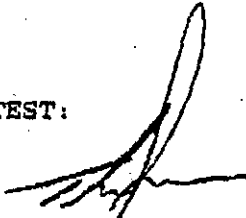
BE IT FURTHER RESOLVED THAT copies of the foregoing be sent to the Treasurer - ATTN: John Novak; Southwest Central 9-1-1 System, 7611 W. College Dr., Palos Heights, Ill. 60463-1008; DuPage County Emergency Telephone System Board 421 N. County Farm Road, Wheaton, Illinois 60187.

Enacted this 20 day of May, 1993, in Wheaton, Illinois.

*Barbara R. Purcell*

Barbara R. Purcell, Chairman  
DuPage County Emergency  
Telephone System Board

ATTEST:



Thomas Jahaes, Secretary

**CONTRACT BETWEEN THE SOUTHWEST CENTRAL 9-1-1 SYSTEM  
AND THE DUPAGE COUNTY EMERGENCY TELEPHONE SYSTEM  
BOARD FOR ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE**

THIS AGREEMENT is made and entered into this first day of June, 1993, between the DUPAGE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD, an appointed board pursuant to statute, and SOUTHWEST CENTRAL 9-1-1 SYSTEM, an intergovernmental cooperation association,

WHEREAS, 50 ILCS 750/15.3, provides that municipalities and counties are authorized to pass an ordinance to impose a monthly surcharge imposed on billed subscribers of network connection provided by telecommunication carriers engaged in the business of transmitting messages by means of electricity originating within the corporate limits of any municipality or county for the purpose of installing or improving a 9-1-1 Emergency Telephone Service; and,

WHEREAS, the majority of voters of the County of DuPage approved the question on April 4, 1989, to allow the residents within the corporate boundaries of the County of DuPage, to impose a monthly surcharge on billed subscribers of network connection provided by telecommunication carriers for purposes of installing or improving a 9-1-1 Emergency Telephone Service; and

WHEREAS, pursuant to the April 4, 1989, referendum, the County of DuPage has collected the 50 cent monthly surcharge imposed on billed subscribers of network connection provided by telecommunication carriers from the residents of the County of DuPage commencing November 1, 1989.

WHEREAS, the Village of Willowbrook - Police Department is a member of the DuPage County Emergency Telephone System Board and the Village of Willowbrook is a member of Southwest Central Dispatch, an intergovernmental cooperation association which provides combined public safety telecommunications communications to its members and provides public safety telecommunications for the Village of Willowbrook's Police Department. Southwest Central Dispatch and Southwest Central 9-1-1 System are separate and distinct intergovernmental associations; and

WHEREAS, the Village of Clarendon Hills - Police Department and Fire Department is a member of the DuPage County Emergency Telephone System Board and the Village of Clarendon Hills is a member of Southwest Central Dispatch, an intergovernmental cooperation association which provides combined public safety telecommunications to its members and provides public safety telecommunications for the Village of Clarendon Hills' Police Department and Fire Department. Southwest Central Dispatch and Southwest Central 9-1-1 System are separate and distinct intergovernmental associations; and

WHEREAS, Southwest Central Dispatch and the County of DuPage have determined that there presently exists a need for installing or improving the 9-1-1 Emergency Telephone System which will serve all

the residents within the Village of Willowbrook - Police Department and the Village of Clarendon Hills - Police Department and Fire Department; and

WHEREAS, the DuPage County Emergency Telephone System Board is desirous of obtaining E-9-1-1 emergency dispatch service from the Southwest Central 9-1-1 System on behalf of the Village of Willowbrook - Police Department and the Village of Clarendon Hills - Police Department and Fire Department.

NOW, THEREFORE, based upon the above premises, the conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RESCISSION RESOLUTION ETS-004-91

Resolution ETS-004-91, dated April 18, 1991, is hereby rescinded.

2. E-9-1-1 SERVICE

The Southwest Central 9-1-1 System shall provide enhanced 9-1-1 emergency telephone service to the Village of Willowbrook and all of its residents within the boundaries of the Village of Willowbrook, and to the Village of Clarendon Hills and all of its residents within the boundaries of the Village of Clarendon Hills pursuant to the terms of this Agreement. For purposes of this provision, Enhanced 9-1-1 Emergency Telephone Service shall include, but it is not necessarily limited to, an Enhanced 9-1-1 System with ANI (Automatic Number Identification) and ALI (Automatic Location Identification) and Selective Routing, along with all equipment necessary for compliance with the provisions of 83 Illinois Administrative Code, Part 725, Standards of Service Applicable to 9-1-1 Emergency Systems (General Order 207) as now enacted or hereafter amended. It is the intent of the parties hereto that the Village of Willowbrook and the Village of Clarendon Hills shall not be members of Southwest Central 9-1-1 System. However in accordance with this contract, Southwest Central 9-1-1 System will provide to the Village of Willowbrook and the Village of Clarendon Hills the same services and equipment that it provides to the members of Southwest Central 9-1-1 System.

3. SURCHARGE

The DuPage County Emergency Telephone System Board, hereby agrees and authorizes the DuPage County Treasurer to transfer funds collected pursuant to the monthly surcharge imposed on billed subscribers of network connection provided by telecommunication carriers pursuant to the referendum approved by the voters of DuPage County on April 4, 1989, and within the Village of Willowbrook and the Village of Clarendon Hills. Pursuant to the Ordinance (OFI-03a-89 enacted by the DuPage County Board on October 10, 1989) imposing the 50 cents per month on billed subscribers of network connection provided by telecommunications carriers and minus the 3% deducted from the gross amount of the surcharge collected to reimburse the

telecommunications carriers for expenses, the DuPage County Emergency Telephone System Board shall remit at the rate of 16 cents for the Village of Willowbrook Police Department and 32 cents for the Village of Clarendon Hills Police Department and Fire Department per month on billed subscribers of network connection provided by telecommunications carriers commencing for collections made June 1, 1993, to the Southwest Central 9-1-1 System on a monthly basis for payment for 9-1-1 emergency services provided to the Village of Willowbrook and Village of Clarendon Hills. The rate of payments shall be modified in the event Illinois Bell Telephone increases the access line charge per 1,000 lines of network connection. As of June 1, 1993, the access charge per 1000 lines of network connection is \$150.00 or 15 cents per line.

3. COMPUTATION OF SURCHARGE

Computation of the funds collected pursuant to the monthly surcharge imposed on billed subscribers of network connection telecommunications carriers in the Village of Willowbrook and the Village of Clarendon Hills shall be based on the number of access lines in the Village of Willowbrook and the Village of Clarendon Hills as of August 1, 1992. The computation of funds collected pursuant to the monthly surcharge imposed on billed subscribers of network connections on telecommunications carriers in the Village of Willowbrook and Village of Clarendon Hills shall be reviewed annually every August, commencing August 1, 1993, and every year thereafter. The computation of funds shall be based upon Illinois Bell's records pertaining to the number of access lines in the Village of Willowbrook and the Village of Clarendon Hills during the month of August. Any and all modifications to the computation of funds collected pursuant to the monthly surcharge in the Village of Willowbrook and Village of Clarendon Hills (based on increased or decreased number of access lines) shall take effect on December 1 of each year following the August 1 review. Said areas shall be updated to include any and all annexations to the Village of Willowbrook and the Village of Clarendon Hills.

5. MASTER STREET ADDRESS GUIDE

The Southwest Central 9-1-1 System shall be responsible for maintenance of the master street address guide (MSAG) for the Village of Willowbrook and the Village of Clarendon Hills.

6. ILLINOIS BELL MONTHLY LINE CHARGE AND INITIAL INSTALLATION COST

The DuPage County Emergency Telephone System Board shall also be responsible for payment of the monthly phone line charges and the initial installation costs from Illinois Bell Telephone to the DuPage County Emergency Telephone System Board on behalf of the Village of Willowbrook and the Village of Clarendon Hills. In the event, the monthly phone line charges from Illinois Bell Telephone shall increase or decrease, the DuPage County Emergency Telephone System Board reserves the right to request a modification to the terms of this Agreement pursuant to the terms specified herein and in paragraph 12.

7. ANI, ALI, SELECTIVE ROUTING

The Southwest Central 9-1-1 System shall provide Automatic Number Identification (ANI), Automatic Location Identification (ALI) and Selective Routing to the Village of Willowbrook and the Village of Clarendon Hills no later than the implementation date for Enhanced 9-1-1 for the majority of the members of the Southwest Central 9-1-1 System.

8. THIRD PARTY BENEFICIARY

The Southwest Central 9-1-1 System and the DuPage County Emergency Telephone System Board shall be governed by and comply with the terms of this Contract, and the parties hereto agree to take whatever action may be necessary to be so governed and to comply with the terms of this Contract. The Village of Willowbrook and the Village of Clarendon Hills shall be a third party beneficiary hereto.

9. TERM

The term of this Contract shall be concurrent with the membership of the Village of Willowbrook and the Village of Clarendon Hills in Southwest Central Dispatch. In the event, the Village of Willowbrook and/or the Village of Clarendon Hills shall no longer be members of Southwest Central Dispatch, this Contract shall be deemed null and void. All monies due and owing the Southwest Central 9-1-1 System shall be paid until the date certain upon which the Village of Willowbrook and/or the Village of Clarendon Hills are no longer receiving E-9-1-1 dispatch service from the Southwest Central 9-1-1 System.

10. CANCELLATION AND TERMINATION

This contract may be cancelled by either party for any reason upon sixty (60) days written notice to the other party. Said written notice shall be either delivered personally or mailed by certified mail, return receipt requested, to the party at its address set out in paragraph 12 of this contract (or amended address as provided for in paragraph 12). In the case of mailing, the date of mailing shall be deemed effective date notice was tendered in accordance with this paragraph. All monies due and owing Southwest Central 9-1-1 System shall be paid until the date certain upon which the Village of Willowbrook and/or the Village of Clarendon Hills are no longer receiving E-9-1-1 dispatch service from the Southwest Central 9-1-1 System.

11. INSURANCE AND INDEMNIFICATION

Southwest Central 9-1-1 System shall cause DuPage County Emergency Telephone System Board and the County of DuPage to be named as additional insureds on the insurance policy maintained by Southwest Central 9-1-1 System to insure against liability to third persons for the operation of the Emergency 9-1-1 Telephone System operated by Southwest Central 9-1-1 System.

12. NOTICES

All notices under this contract from one party to the other shall be in writing and be personally delivered or mailed by certified mail, return receipt requested to the address listed below. In the case of mailing the date of mailing shall be deemed the effective date of notice under this contract.

DuPage County Emergency Telephone System Board  
421 N. County Farm Road  
Wheaton, Illinois 60187

Southwest Central 9-1-1 System  
7611 W. College Drive  
Palos Heights, Illinois 60463-1008

Either party may change the address it desires to receive notice under this contract by notifying the other party in writing either by personal delivery of notice or by mailing said notice by certified mail, return receipt requested.

13. EFFECTIVE DATE

This Agreement shall be effective when signed by the the DuPage County Emergency Telephone System Board and the Southwest Central 9-1-1 System and the modification approved by the Illinois Commerce Commission. This Agreement may be modified only upon the consent of both the DuPage County Emergency Telephone System Board and the Southwest Central 9-1-1 System. In order for said modification to be effective, said modification must be in writing and signed by an authorized representative of the the DuPage Emergency Telephone System Board and an authorized representative of the Southwest Central 9-1-1 System.

IN WITNESS WHEREOF, the undersigned parties caused this Contract to be duly executed and attached herewith is a copy of the resolution of the DuPage County Emergency Telephone System Board authorizing the signing official to execute this Contract. This document may be signed in duplicate originals.

SIGNATURES

Southwest Central 9-1-1 System

By: [Signature]

Title: Chairman

Date: May 1, 1993

DuPage County Emergency Telephone System Board

By: [Signature]

Title: Chairman, Emergency Telephone System Board

Date: May 20, 1993

ATTEST:

By: [Signature]

Title: Secretary

Date: May 9, 1993

ATTEST:

By: [Signature]

Title: Secretary

Date: May 20, 1993